

**AGREEMENT TO AMEND AND EXTEND THE 04 - 235
PROTOCOL**

**ON COOPERATION IN THE FIELD OF
MARINE AND FISHERY SCIENCE AND TECHNOLOGY**

BETWEEN THE

**NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION OF THE
UNITED STATES OF AMERICA**

AND THE

**STATE OCEANIC ADMINISTRATION OF THE
PEOPLE'S REPUBLIC OF CHINA**

The National Oceanic and Atmospheric Administration of the United States of America and the State Oceanic Administration (formerly the National Bureau of Oceanography) of the People's Republic of China (hereinafter referred to as the Parties);

Acting under the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed in Washington, D.C. on January 31, 1979, as amended and extended (the "Science and Technology Agreement");

For the purpose of promoting cooperation and collaboration in the field of marine and fishery science and technology;

Recognizing the benefits to be derived by both Parties from close continued cooperation in these fields begun under the Protocol for Cooperation in the Field of Marine and Fishery Science and Technology, signed on May 8, 1979, as amended and extended; and

Have agreed as follows:

ARTICLE 1

The Parties agree to cooperate with each other in the field of marine and fishery science and technology.

ARTICLE 2

The Parties agree to conduct exchanges and collaborative activities on the basis of equality, reciprocity and mutual benefit.

ARTICLE 3

Cooperation under this Agreement may include the following:

- (A) Exchange and provision of information and data on scientific and technical developments, activities and practices in the field of marine and fishery science and technology;
- (B) Exchange of scientists, engineers, and other specialists, including visits of delegations or teams of specialists to the scientific facilities, institutions and research vessels of the other Party, exchange of personnel for training purposes, and participation in surveys;
- (C) Exchange and provision of equipment, samples, instruments and components for testing, evaluation and other purposes;
- (D) Collaborative research and joint organization of symposia, seminars and lectures;
- (E) Such other forms of cooperation to which the Parties mutually agree.

ARTICLE 4

By mutual agreement, the Parties may invite personnel from other scientific groups to participate in projects carried out under this Agreement. For example, these participants might include other government agencies, institutions, universities, and technical experts from the United States of America or the People's Republic of China, or similar entities from other countries or international organizations.

ARTICLE 5

- (A) Specific activities will be discussed and agreed by the Parties, including the tasks, obligations and conditions with respect to the conduct of such activities, at a joint working group of the Parties.
- (B) All activities undertaken pursuant to this Agreement shall be subject to the applicable laws of the Parties, as well as the availability of funds, personnel, and other resources of each Party.
- (C) Responsibility for the payment of costs of cooperative activities shall be decided by mutual agreement on a case-by-case basis. However it is generally expected that for mutual exchanges, the dispatching Party shall cover round trip travel expenses while the receiving Party shall bear the expenses of lodging, board and transportation within its territory.
- (D) In the case of any inconsistency in the terms of this Agreement and the terms of the Science and Technology Agreement, the terms of the Science and Technology Agreement shall control.
- (E) All questions or conflicts arising from activities carried out under this Agreement shall be settled by mutual agreement of the Parties.

ARTICLE 6

In connection with the implementation of agreed activities, each Party will, consistent with the laws, regulations and practice of its country, make every effort to assist the other Party with administrative and legal requirements, including the procurement of visas and making arrangements for lodging, board and transportation.

ARTICLE 7

In order to coordinate the activities under this Agreement, a working group of the Parties shall be established. Each Party will designate members of the working group, one of whom from each Party will act as co-chairperson. The co-chairperson designated by each Party may, by mutual agreement, decide upon the adoption, coordination and implementation of cooperative activities and on other related matters. The joint working group meeting should take place as mutually arranged by the Parties, with meeting locations alternating between the United States of America and the People's Republic of China. When necessary, the co-chairpersons, by mutual agreement, may call meetings of the working group on an irregular basis to consider matters related to the implementation of this Agreement.

ARTICLE 8

Scientific and technological information derived from cooperative activities under this Agreement may be made available; unless otherwise agreed at the joint working group meeting under Article 5, to the world scientific community through customary channels and in accordance with the laws, regulations and procedures of the Parties.

ARTICLE 9

Scientific and technical information provided by one Party to the other Party under Article 3 of this Agreement shall be accurate to the best of the knowledge and belief of the providing Party, but the providing Party does not warrant the suitability of the scientific and technical information provided for any particular use or application by the receiving Party.

ARTICLE 10

The treatment of intellectual property created or furnished in the course of activities under this Agreement, the allocation of rights for such intellectual property, and business-confidential information obtained and/or exchanged pursuant to this Agreement, will be governed by the provisions of Annex I (Intellectual Property) of the Science and Technology Agreement.

ARTICLE 11

- (A) The Parties agree that no information or equipment requiring protection in the interest of national security or defense or foreign relations and classified in accordance with its applicable national laws, regulations and directives shall be provided under this Agreement. In the event it is subsequently discovered that information or equipment which is known or believed to require such protection is identified as having been created or furnished in the course of cooperative activities pursuant to this Agreement, the matter shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties, in writing, and applied to this information or equipment.
- (B) The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the appropriate project agreements or work plans. Such information or equipment shall be marked to identify it as export-controlled, and the Parties shall consult to identify appropriate restrictions or other requirements regarding the transfer of this information or equipment.

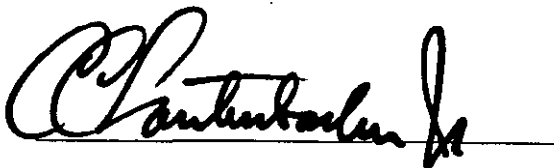
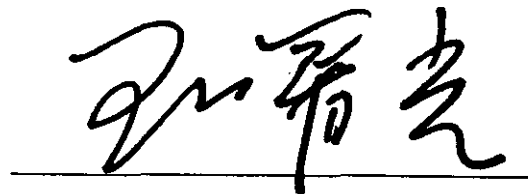
ARTICLE 12

- (A) This Agreement shall enter into force upon signature with an effective date of May 8, 2004, and shall remain in force for a five-year period from the effective date. It may be amended or extended by mutual written agreement of the Parties.
- (B) The termination of this Agreement shall not affect the validity or duration of specific activities being undertaken hereunder.

Done at Beijing on July 21, 2004, in duplicate in the English and Chinese languages, both equally authentic.

FOR THE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
OF THE
UNITED STATES OF AMERICA:

FOR THE
STATE OCEANIC ADMINISTRATION
OF THE
PEOPLE'S REPUBLIC OF CHINA:

A handwritten signature in black ink, appearing to read "Robert J. Anderson", written over a horizontal line.A handwritten signature in black ink, appearing to be in Chinese characters, written over a horizontal line.